

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Archetype Consulting, Inc. (hereafter called the "Contractor") that the contract on the subject of personal services for Business Intelligence and Reporting related to the State's on-line health insurance exchange, effective January 3, 2015, is hereby amended effective October 1, 2017 as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 48 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 3:

3. **Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a fixed sum of \$16,445,809.98.

2. By deleting Section 4 (Contract Term) on page 1 of 48 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 4:

4. **Contract Term.** The period of Contractor's performance shall begin on January 3, 2015 ("Effective Date"), and end on June 30, 2018. The retroactive start date of this Amendment 8 is October 1, 2017. Work performed between October 1, 2017 (retroactive date) and the execution of this Amendment 8 that are in conformity with Attachment A may be billed under this agreement. Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices or bills or otherwise seeking compensation for services performed prior to the finalization of this Amendment 8 or signing of this Amendment 8, Contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

3. By adding to Attachment A, Section I, as previously amended, the following scope for the period of October 1, 2017 through June 30, 2018:

I.11 Detailed Description of Products and Services for October 1, 2017 through June 30, 2018

A. Maintenance and Operations (M&O) Activities

1. Ad Hoc Reporting and Business Operations Technical Support

**a. Technical Support for Operational Reporting and Business Operations
(October 1, 2017 – June 30, 2018)**

- i. Fulfillment of technical requests made by the State reports or data to support report deployment, table updates, and issue investigation.

b. Open Enrollment Technical Support (October 1, 2017 – April 30, 2018)

- i. Fulfillment of technical requests made by the State for reports or data to support open enrollment.
 - 1. Provide Oracle Data Integrator (ODI) and Business Process 3 (BP3) support prior to and during open enrollment
 - 2. Develop SQL queries to extract data from Siebel
 - 3. Confirm Extract, Transform, Load (ETL) protocols
 - 4. Support communications to the Centers for Medicaid and Medicare Services (CMS) and other reporting agencies as needed

2. Reporting Environment Stabilization

a. Managed Services (October 1, 2017 – June 30, 2018)

- i. Monitor and review ETL load metrics and Reporting usage/performance metrics.
- ii. Load issue investigation
- iii. Proactively triage and status new issues or trending performance bottlenecks.
- iv. Plan and organize remediation efforts.
- v. Design and Development of requests for enhanced reporting and analytics that require less than 2 hours of effort.
- vi. Oracle Business Intelligence Enterprise Edition (OBIEE) “Top Used” and “Top Runtime” report tuning
- vii. End user performance metrics published to OBIEE
- viii. OBIEE usage tracking
- ix. Enterprise Manager monitoring
- x. Data warehouse field creation
- xi. SQL and ODI support

3. IRS 1095A Reporting Activities

a. 1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2017: Additional support (January 1, 2018 – June 30, 2018)

The State will perform all Case analysis and notification. The Contractor will generate and provide support for the End of Month (EOM) and End of Year (EOY) files. This Task recognizes a technical transition in January 2018, with the Contractor maintaining a lesser role of support from February 2018 – June 2018.

- i. Generation and submission of EOY eXtensible Markup Language (XML) file update to IRS
- ii. Generation and submission of EOM XML File to the Internal Revenue Service (IRS) (Monthly)
- iii. Generation and submission of monthly PLR (CMS’ preferred file type) File to CMS (in parallel with IRS Monthly submission)

b. 1095A Noticing, Correction, and End-of-Month Reporting for Plan Year 2017: Contingency for Transition (January 1, 2018 – June 30, 2018)

The State will perform all Case analysis and notification. The Contractor will generate and provide support for the EOM and EOY files. Contingency funds shall be utilized if the technical transition under Task II.11.3.a to State staff does not occur in January 2018.

- i. Generation and submission of EOY XML file update to IRS.
- ii. Generation and submission of EOM XML File to IRS (Monthly).
- iii. Generation and submission of monthly PLR File to CMS (in parallel with IRS Monthly submission).

c. 1095A Case Analysis and Triage: Exceptional cases only (May 1, 2018 – June 30, 2018)

This Task assumes a technical transition in April 2018, with the Contractor maintaining a lesser role of support from May 2018 – June 2018.

- i. The Contractor will provide support for exceptional cases only where the State is unable to perform Case Analysis and Triage

d. 1095A Case Analysis and Triage: Exceptional cases only. Contingency for Transition (April 1, 2018 – June 30, 2018)

Contingency funds shall be utilized if the anticipated transition under Task II.11.3.c to State staff does not occur in April 2018.

- i. The Contractor will provide support for exceptional cases only where the State is unable to perform Case Analysis and Triage

e. 1095B Noticing, Correction, and End-of-Year Reporting for Plan Year 2017 (January 1, 2018 – April 30, 2018)

This Task recognizes a transition in January 2018, with the Contractor maintaining a lesser role of support from February 2018 – June 2018. This Task is billed at a monthly fixed fee amount.

i. 1095B Initial Noticing to Customers and End of Year (EOY) Extensible Markup Language (XML) File Submission to IRS for Plan Year 2017

- 1. Execution of Noticing cycle batches.
- 2. Development of logic to include/exclude records from the submission set for a specific submission period.
- 3. Assistance with the review and curation of Noticing batches.
- 4. Assistance with User Verification Testing (UVT) of Noticing batch results.
- 5. Staging of Notices (1095B Forms) for pickup by the State's designated printer to enable printing and distribution to customers.
- 6. Verification of count of actual Notice and reconciliation with expected count.
- 7. Generation and submission of EOY XML file to IRS (Annual).

ii. 1095B Correction Processing for Plan Year 2017

- 1. Execution of Correction cycle batches, which may include new Initial Notice and Correction 1095B Forms.
- 2. Development of logic to include/exclude records from the submission set for a specific submission period.
- 3. Assistance with the review and curation of Correction batches.
- 4. Assistance with UVT of Correction batch results.

5. Staging of Corrections (Initial Notice and Correction 1095B Forms) for pickup by the State's designated printer to enable printing and distribution to customers.
6. Verification of count of actual Notice and reconciliation with expected count.
7. Generation and submission of EOY XML file update to IRS.
8. Intake of IRS response files; delivery of outcomes to the State and assistance with review and triage of outcomes.

f. 1095B Noticing, Correction, and End-of-Year Reporting for Plan Year 2017: Contingency (April 1, 2018 – June 30, 2018)

Contingency funds shall be utilized if the transition under Task II.11.3.e to State staff does not occur in January 2018.

- i. 1095B Initial Noticing to Customers and EOY XML File Submission to IRS for Plan Year 2017
 1. Execution of Noticing cycle batches.
 2. Development of logic to include/exclude records from the submission set for a specific submission period.
 3. Assistance with the review and curation of Noticing batches.
 4. Assistance with UVT of Noticing batch results.
 5. Staging of Notices (1095B Forms) for pickup by the State's designated printer to enable printing and distribution to customers.
 6. Verification of count of actual Notice and reconciliation with expected count.
 7. Generation and submission of EOY XML file to IRS (Annual).
- ii. 1095B Correction Processing for Plan Year 2017
 1. Execution of Correction cycle batches, which may include new Initial Notice and Correction 1095B Forms.
 2. Development of logic to include/exclude records from the submission set for a specific submission period.
 3. Assistance with the review and curation of Correction batches.
 4. Assistance with UVT of Correction batch results.
 5. Staging of Corrections (Initial Notice and Correction 1095B Forms) for pickup by the State's designated printer to enable printing and distribution to customers.
 6. Verification of count of actual Notice and reconciliation with expected count.
 7. Generation and submission of EOY XML file update to IRS.
 8. Intake of IRS response files; delivery of outcomes to the State and assistance with review and triage of outcomes.

g. 1095B Case Analysis and Triage (May 1, 2018 – June 30, 2018)

This Task assumes a transition in April 2018, with the Contractor maintaining a lesser role of support from May 2018 – June 2018.

- i. Fulfillment of requests made by the State to analyze and support the resolution of exceptional 1095B cases.
- ii. Documentation of progress and status of resolution of 1095B exceptional cases.

h. 1095B Case Analysis and Triage (April 1, 2018 – June 30, 2018)

Contingency funds shall be utilized if the transition under Task II.11.3.g to State staff does not occur in April 2018.

- i. Fulfillment of requests made by the State to analyze and support the resolution of exceptional 1095B cases
- ii. Documentation of progress and status of resolution of 1095B exceptional cases

4. CMS Reporting Activities

a. CMS Enrollment Interface Monthly File Submission and Correction (February 1, 2018 – June 30, 2018)

- i. Iterative refinement of CMS Enrollment Interface based on production result
- ii. Generation, submission, and acceptance of CMS Enrollment Interface XML file in Production on a monthly basis
- iii. Intake of CMS response files; delivery of outcomes to the State and assistance with review and triage of outcomes

b. CMSEI Technical Support (May 1, 2018 – June 30, 2018)

The State will review and triage outcomes from the process. The Contractor will generate files and intake file responses from CMS.

- i. Generation, submission, and acceptance of CMS Enrollment Interface XML file in Production on a monthly basis
- ii. Intake of CMS response files; delivery of outcomes to the State and assistance with review and triage of outcomes

c. CMS Issuer Based Payments – Data Transmissions Go-Live Support (January 1, 2018 - June 30, 2018)

- i. Maintenance and iterative refinement of Issuer Based Payment (IBP) Interface based on production results.
- ii. Generation, submission, and acceptance of CMS IBP file in Production on a monthly basis.
- iii. Maintenance and iterative refinement of reconciliation process with issuers.
- iv. Running current IBP process in parallel with new CMS process.

d. CCHIO Monthly Support (November 1, 2017 – June 30, 2018)

- i. Respond to update and verification requests from CMS
- ii. Investigation on mis-matches

B. Design, Development, and Implementation (DDI) Activities

1. IRS 1095 Reporting Activities (November 1, 2017 – June 30, 2018)

a. 1095A Enhancements to Provide a More Efficient 1095A Process

- i. Evaluating and implementing a different change capture mechanism than existing capture report
- ii. Evaluate alternatives to minimize gaps / discrepancies between the Stage Data Mart backups and the final portable document format (PDF) form table / XML tables.
- iii. Design and implement solution
- iv. Customization of Siebel Service Request (SR) creation to target specific plan years, which would streamline the generation and research of 1095A forms of previous years
- v. Streamline XML and manual 1095A overwrite process

b. 1095 Enhancements

The Contractor will implement a new change capture mechanism to increase the accuracy of identifying the 1095A updates needed since the last notice generation.

- i. Evaluating and implementing additional change capture rules to the current process.
- ii. Evaluate alternatives to minimize gaps / discrepancies between the Stage Data Mart backups and the final PDF form table / XML tables.
- iii. Design and implement solution

c. 1095 Enhancements: Streamline PLR & EOY XML Generation and Management

- i. Customization of SR creation to target specific plan years, which would streamline the research, generation and correction of 1095A forms for previous years.
- ii. Create a simplified end-to-end audit log of changes by household.
- iii. Create staging area for XML snippets to manage and validate XML generated data prior to PLR generation and submission.
- iv. Reduce system load and operational cost for XML error identification and remediation.
- v. Reduce system and operational time needed to generate the PLR XML.

d. 1095 Enhancements: Streamline 1095A PDF and XML Manual Overwrite Process

- i. Design and create a single-entry point to overwrite data in exceptional cases requiring a PDF form and XML submissions

2. CMS Reporting Activities

a. CMS Issuer Based Payments – Issuers Reconciliation Process (November 1, 2017 – June 30, 2018)

- i. Working with designated issuers advising the development of the reconciliation process.
- ii. Design, develop and implement issuer reconciliation process.

b. Center for Consumer Information and Insurance Oversight (CCIIO) Development, Testing, and Transmission of Template 2.0 (October 1, 2017 – October 31, 2017)

- i. Analysis of requirements related to CCIIO Template 2.0 Priority and Expanded Metrics
- ii. Design, development, and implementation of new requirements associated with CCIIO Template 2.0 Priority and Expanded Metrics

c. CCIIO Development, Testing, and Transmission of Quarterly Metrics (November 1, 2017 – April 30, 2018)

- i. Analysis of requirements related to CCIIO Template 2.0 Quarterly Metrics
- ii. Design, development, and implementation of new requirements associated with CCIIO Template 2.0 Quarterly Metrics.

3. Reporting Sustainability Activities

a. Reconciliation Reporting Enhancement (November 1, 2017 – April 30, 2018)

Analysis, design, develop, testing, and implementation of enhancements to Qualified Health Plans (QHP) and Medicaid Reconciliation process and reports:

- i. Development and implementation of WEX Health, Inc. (WEX) subsidy report.
 - 1. Analysis, design, develop, testing, and implementation of new WEX subsidy report. Incorporate the subsidy report to the WEX 834 report.
- ii. Implement business rules to merge plan slices.

- 4. The following tables identify the DDI Deliverables to be provided by the Contractor between October 1, 2017 and June 30, 2018 throughout the course of performing the Activities described in Section I.11.B of this Attachment A.

Work Stream: IRS 1095 Enhancements				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
1095A Enhancements	(DDI Task I.11.B.1.b)	Data Capture Improvements	Analysis, design, development and implementation of new functionality to minimize discrepancies between the 1095 data mart and final XML tables	November - June
1095A Enhancements	(DDI Task I.11.B.1.c)	Streamline EOY XML Generation	Create functionality to streamline and manage EOY XML generation	November - June
1095A Enhancements	(DDI Task I.11.B.1.d)	Improve Manual Overwrite	Create functionality to streamline 1095A PDF and XML manual overwrite process	November - June
Work Stream: CMS Enrollment Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
CMS Issuer Based Payments	(DDI: Task I.11.B.2.a)	Issuer Reconciliation Process	Design, develop and implement issuer reconciliation process to support state and CMS requirements	November - June
Work Stream: CCHIO Metrics Development				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
CCHIO Template 2.0 Metrics – Priority/Expanded	(DDI: Task I.11.B.2.b)	Development of Priority and Expanded Metrics	Design, development, and implementation of new requirements associated with CCHIO Template 2.0 Priority and Expanded Metrics	October
CCHIO Template 2.0 Metrics – Quarterly	(DDI: Task I.11.B.2.c)	Development of Quarterly Metrics	Design, development, and implementation of new requirements associated with CCHIO Template 2.0 Quarterly Metrics	November - April
Work Stream: Reporting Sustainability Activities				
Activity	Deliverable ID	Deliverable Title	Deliverable Description	Delivery Period
Reporting Reconciliation	(DDI: Task I.11.B.3.a)	Reconciliation Reporting Enhancement	Analysis, design, development, testing and implementation of SOV requested enhancements to QHP or Medicaid reconciliation reports	November - April

- By modifying within Section II.10.b, the 1095A and 1095B Contingency to include changes to IRS, CMS, or CCHIO requirements and extending the term of services through June 30, 2018.

5. By adding to Attachment A, Section X (Constituent Obligations), as previously amended, the following:

X.7 CONSTITUENT OBLIGATIONS FOR ACTIVITIES FOR OCTOBER 1, 2017, THROUGH JUNE 30, 2018 – Maintenance and Operations (M&O)

The following list describes the Constituent Obligations for M&O Activities to be performed by the Contractor between October 1, 2017, and June 30, 2018.

General Constituent Obligations

1. The maintenance of the OLAP server and tools are not considered in scope for this contract. Maintenance of the “Archetype Remote Desktop” server and tools are not considered in-scope for this contract. Upgrades to Oracle Data Integrator, Oracle Business Intelligence Enterprise Edition, and the reporting server are not considered in scope.
2. SHOP is not included in the scope. Any support or requests SHOP related will need to be a contract amendment by State of Vermont.
3. All environment / infrastructure management and configuration to be maintained by State’s Hosting/M&O vendor.
4. The State shall provide the environment and tools necessary for leveraging the Wex “ALL DATA” file in ad-hoc and operational reporting. This should include access to a Microsoft SQL Server (Express or Full) environment and the ability to ETL the data into the Oracle Data Warehouse in the VHC Environment.
5. State of Vermont has a very important role in the project to define requirements, make policy decisions, and direct the development of the Contractor’s team. The Contractor’s success is based on the State’s support and decisions. Important decisions around policy or requirements shall be made within 3 business days of the request for decision being presented by the Contractor.
6. State of Vermont will ensure infrastructure and environment assistance and access is provided for the Contractor’s activities.
7. The State will provide the Contractor with the right to use the following SOV Software as necessary for the Contractor to provide the services: Current version of eligibility and enrollment software (previously known as OneGate for HIX), SQL Developer, SoapUI, VM, Mozilla Firefox (newest version with Selenium loaded) Internet Explorer 8 and Microsoft Office (including Visio and Project), Secure FTP client (e.g. Winscp), Putty, MobaXTerm, Siebel Tools, RedHat operating system software, and any other State approved software in the VDI environment necessary for the Contractor personnel to provide the services.
8. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. Contractor will provide their personnel with laptops that employ full disk encryption (FDE).

9. The State will provide remote-access capability via Citrix and an RSA Token, or other similar tools and technology.
10. The Contractor recognizes that the services performed under this agreement are vital to the State and must be continued without interruptions and that, upon agreement expiration, a successor may continue them. The Contractor shall exercise reasonable efforts and cooperation to assist with an orderly and efficient transition to a successor. The scope of services and budget defined in this agreement do not include activities or funding for transition planning and execution. If the State requests specific transition services, Contractor will negotiate in good faith with the State to define detailed transition scope and budget, and to amend the existing agreement to enable of the fulfillment of that scope.

X.8 CONSTITUENT OBLIGATIONS FOR ACTIVITIES FOR OCTOBER 1, 2017, THROUGH JUNE 30, 2018 – Design, Develop, and Implement (DDI)

The following list describes the Constituent Obligations for DDI Activities to be performed by the Contractor between October 1, 2017, and June 30, 2018.

General Constituent Obligations

1. The maintenance of the OLAP server and tools are not considered in scope for this contract. Maintenance of the “Archetype Remote Desktop” server and tools are not considered in-scope for this contract. Upgrades to Oracle Data Integrator, Oracle Business Intelligence Enterprise Edition, and the reporting server are not considered in scope.
2. SHOP is not included in the scope. Any support or requests SHOP related will need to be a contract amendment by State of Vermont.
3. All environment / infrastructure management and configuration to be maintained by State’s M&O vendor.
4. The State shall provide the environment and tools necessary for leveraging the Wex “ALL DATA” file in ad-hoc and operational reporting. This should include access to a Microsoft SQL Server (Express or Full) environment and the ability to ETL the data into the Oracle Data Warehouse in the VHC Environment.
5. State of Vermont has a very important role in the project to define requirements, make policy decisions, and direct the development of the Contractor’s team. The Contractor’s success is based on the State’s support and decisions. Important decisions around policy or requirements shall be made within 3 business days of the request for decision being presented by the Contractor.
6. State of Vermont will ensure infrastructure and environment assistance and access is provided for the Contractor’s activities.
7. The State will provide the Contractor with the right to use the following SOV Software as necessary for the Contractor to provide the services: Current version of eligibility and enrollment software (previously known as OneGate for HIX), SQL

Developer, SoapUI, VM, Mozilla Firefox (newest version with Selenium loaded) Internet Explorer 8 and Microsoft Office (including Visio and Project), Secure FTP client (e.g. Winscp), Putty, MobaXTerm, Siebel Tools, RedHat operating system software, and any other State approved software in the VDI environment necessary for the Contractor personnel to provide the services.

8. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. The State will provide reasonable office space and facilities for Contractor personnel providing services on-site. Contractor will provide their personnel with laptops that employ full disk encryption (FDE).
 9. The State will provide remote-access capability via Citrix and an RSA Token, or other similar tools and technology.
 10. The Contractor recognizes that the services performed under this agreement are vital to the State and must be continued without interruptions and that, upon agreement expiration, a successor may continue them. The Contractor shall exercise reasonable efforts and cooperation to assist with an orderly and efficient transition to a successor. The scope of services and budget defined in this agreement do not include activities or funding for transition planning and execution. If the State requests specific transition services, Contractor will negotiate in good faith with the State to define detailed transition scope and budget, and to amend the existing agreement to enable of the fulfillment of that scope.
- 6. By deleting number 1 of Attachment B, as previously amended, and substituting in lieu thereof the following number 1:**
1. Contractor invoices shall be submitted no more frequently than monthly, but no later than quarterly. The State shall pay the Contractor at the blended hourly rates or at the fixed prices as indicated in Attachment B, number 6. The total contract maximum amount shall not exceed **\$16,445,809.98**, which is payable after the State's acceptance and approval of deliverables and work products specified within Attachment A. The State's payment terms are Net 30 days.
 - a. For work paid at a blended hourly rate, the Contractor shall include the number of hours worked per individual during the specified billing by period, broken out by scope, and the total amount billed.
 - b. For work paid at a fixed price, invoices shall include deliverables completed and accepted by the State during the specified billing period and the total amount billed. For Projects 25, 27, 31 and 33 the State shall pay the Contractor at a fixed fee of \$78,060 per invoice (seven invoices totaling \$546,420) inclusive of time, materials, and travel expenses. For Project 47, the State shall pay the Contractor at a fixed fee of \$13,110 per invoice (six invoices totaling \$78,660). For Project 54, the State shall pay the Contractor at a fixed fee of \$8,464.50 per invoice (four invoices totaling \$33,858). Payment is due 30 days after invoice submission.
- 7. By deleting number 6 of Attachment B, as previously amended, and substituting in lieu thereof the following number 6:**
6. The following chart depicts the budget for each of the projects specified within Attachment A. Upon the State's acceptance of the deliverables and work products

identified in Attachment A, the State shall pay the Contractor for the following projects:

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Total Contract Budget – Base through Amendment 8

#	Scope	Total Budget as of Amendment 8	Base (1/3/15- 12/31/2015)	Amendment 1 (10/11/15- 4/30/16)	Amendment 2 (11/9/15 – 12/31/16)	Amendment 3 (4/30/16- 12/31/16)	Amendment 5 (1/1/17 - 6/30/17)	Amendment 6 (3/26/17- 6/30/17)	Amendment 7 (7/1/17- 4/30/18)	Amendment 8 (10/1/2017 - 6/30/2018)	M&O vs DDI
1	1095A (2016 Submission for 2015 Coverage)	\$97,818.75		\$99,900.00		\$(2,081.25)					
2	Medicaid Reconciliation	\$58,043.75		\$59,136.00		\$(1,092.25)					
3	1095B (2016 Submission for 2015 Coverage)	\$519,816.00		\$519,816.00		\$18,500.00		\$(18,500.00)			
4	2016 Scope Work from Amendment 2 (Reporting 2016): <i>New Development and Reporting (Core Initiatives)</i>	\$1,982,996.50			\$2,800,000.00	\$(909,339.20)		\$92,335.70			
5	2016 Scope Work from Amendment 2 (Reporting 2016): <i>Ad Hoc Report Request Fulfillment</i>	\$705,793.50				\$694,321.00		\$11,472.50			
6	2016 Scope Work from Amendment 2 (Reporting 2016): 1095A Analysis and Triage Surge	\$139,952.50				\$124,320.00		\$15,632.50			
7	OneGate Support Staffing**	\$2,464,913.25			\$1,595,510.00	\$1,120,816.00		\$(251,412.75)			
8	Amazon Web Services***	\$15,483.23			\$23,380.00			\$(7,896.77)			
9	CMS Enrollment Interface	\$292,207.50				\$329,300.00		\$(37,092.50)			
10	1095B Manual XML Correction, Analysis, and Resubmission	\$30,016.25				\$102,675.00		\$(72,658.75)			
11	2015 Scope of Work (Reporting 2015)*	\$2,475,339.00	\$2,571,307.00	\$152,000.00		\$(247,968.00)					
12	2017: Operational Report Delivery Activities (M&O)	\$465,130.70					\$465,130.70				M&O
13	2017: IRS 1095 Reporting Activities (M&O)	\$759,563.75					\$759,563.75				M&O

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14	2017: IRS1095 Reporting Activities (DDI)	\$18,407.50					\$18,407.50				DDI
15	2017: CMS Reporting Activities (M&O)	\$174,660.35					\$174,660.35				M&O
16	2017: CMS Reporting Activities (DDI)	\$412,894.10					\$412,894.10				DDI
17	2017: Reporting Sustainability Activities (M&O)	\$128,151.35					\$128,151.35				M&O
18	2017: Reporting Sustainability Activities (DDI)	\$68,849.60					\$68,849.60				DDI
19	2017: Preliminary Transition Activities (M&O)	\$108,691.20					\$108,691.20				M&O
20	2017: Data Quality and Business Operations** (M&O)	\$365,811.60					\$365,811.60				M&O
21	2017: Data Quality and Business Operations** (DDI)	\$159,351.60					\$159,351.60				DDI
22	2017: Operational Reporting and PDQ Transition Delivery Activities (M&O)****	\$239,310.00						\$239,310.00			M&O
23	2017: QHP and Medicaid Reconciliation Reporting Enhancements (DDI) ****	\$16,050.00						\$16,050.00			DDI
24	2018: Operational Report Delivery Activities (M&O: OPS-RPT.01)	\$42,239.00							\$42,239.00		M&O
25	2018: 1095A (Noticing, Correction, and End of Month Reporting for Plan Year 2016) (M&O: IRS-A.01 and .02)^^^	\$159,463.00							\$159,463.00		M&O
26	2018: 1095A Case Triage and Analysis (M&O: IRS-A.03)	\$125,218.00							\$125,218.00		M&O
27	2018: 1095B (Noticing, Correction, and End of Month Reporting for Plan Year 2016) (M&O: IRS-B.01 and .02)^^^	\$46,494.00							\$46,494.00		M&O

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28	2018: 1095B Case Analysis and Triage (M&O: IRS-B.03)	\$46,494.00							\$46,494.00		M&O
29	2018: 1095A Initiating Activities for Plan Year 2017 (M&O: IRS-A.04)	\$78,533.00							\$144,633.00	\$(66,100)	M&O
30	2018: 1095B Initiating Activities for Plan Year 2017 (M&O: IRS-B.04)	\$123,207.00							\$175,207.00	\$(52,000)	M&O
31	2018: 1095A (Noticing, Correction, and End of Month Reporting for Plan Year 2017) (M&O: IRS-A.05 and .06)^	\$179,112.00							\$179,112.00		M&O
32	2018: 1095A Case Analysis and Triage for Plan Year 2017 (M&O: IRS-A.07)	\$97,428.00							\$97,428.00		M&O
33	2018: 1095B (Noticing, Correction, and End of Month Reporting for Plan Year 2017) (M&O: IRS-B.05 and .06)^	\$161,352.00							\$161,352.00		M&O
34	2018: 1095B Case Analysis and Triage for Plan Year 2017 (M&O: IRS-B.07)	\$71,036.00							\$71,036.00		M&O
35	2018: 1095A, 1095B, CMS, CCIIO, and IRS DDI Contingency (DDI: IRS-CONTING.01) Extended through June 30, 2018 via Amendment 8	\$124,320.00							\$124,320.00		DDI
36	2018: CMSEnrollment Interface (M&O)(M&O: CMS.01)	\$210,682.00							\$210,682.00		M&O
37	2018: CMS Issuer Based Payments (DDI)(DDI: CMS.07-08)	\$250,000.00							\$250,000.00		DDI
38	2018: Reporting Infrastructure Support (M&O) (M&O: SUS.01)	\$125,534.00							\$125,534.00		M&O
39	2018: Reconciliation Reporting Enhancement (DDI: SUS.02)	\$222,655.00							\$222,655.00		DDI
40	2018: Transition Activities (M&O: TRANS.01) Extended through June 30, 2018 via Amendment 8	\$283,466.00							\$283,466.00		M&O

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41	2018: Customer Support (M&O: TRANS.02)	\$180,218.00							\$180,218.00		M&O
42	2018: Data Quality Clean Up Support (DDI: DQ-OPS.01)	\$75,495.00							\$75,495.00		M&O
43	2017: Business Operations Support (M&O: DQ-OPS.02)	\$94,000.00							\$94,000.00		M&O
44	Ad Hoc Reporting: Technical Support for Operational Reporting and Business Operations (10/1/2017 - 6/30/2018) M&O Task I.11.A.1.a	\$109,000.00								\$109,000.00	M&O
45	Ad Hoc Reporting: Open Enrollment Technical Support (10/1/2017 - 4/30/2018) M&O Task I.11.A.1.b	\$47,025.00								\$47,025.00	M&O
46	Reporting Environment Stabilization: Managed Services (10/1/2017 - 6/30/2018) M&O Task I.11.A.2	\$213,555.00								\$213,555.00	M&O
47	IRS 1095 Reporting Activities: 1095A Noticing, Correction, and End of Month Reporting for Plan Year 2017 - Additional Support (1/1/2018 - 6/30/2018) M&O Task I.11.A.3.a - Fixed Monthly Fee of \$13,110 not to exceed \$78,660 maximum payable	\$78,660.00								\$78,660.00	M&O
48	IRS 1095 Reporting Activities: 1095A Noticing, Correction, and End of Month Reporting for Plan Year 2017 - Contingency Funds (1/1/2018 - 6/30/2018) M&O Task I.11.A.3.b	\$140,000.00								\$140,000.00	M&O
49	IRS 1095 Reporting Activities: 1095A Case Analysis and Triage - Exceptional Cases Only (5/1/2018 - 6/30/2018) M&O Task I.11.A.3.c	\$32,670.00								\$32,670.00	M&O
50	IRS 1095 Reporting Activities: 1095A Case Analysis and Triage - Exceptional Cases Only Contingency (4/1/2018 - 6/30/2018) M&O Task I.11.A.3.d	\$110,000.00								\$110,000.00	M&O

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51	IRS 1095 Reporting Activities: 1095A Enhancements (11/1/2017 - 6/30/2018) DDI Task I.11.B.1.b	\$35,269.00								\$35,269.00	DDI
52	IRS 1095 Reporting Activities: 1095 Enhancements - Streamline PLR & EOY XML Generation and Management (11/1/2017 - 6/30/2018) DDI Task I.11.B.1.c	\$105,336.00								\$105,336.00	DDI
53	IRS 1095 Reporting Activities: 1095 Enhancements - Streamline 1095A PDF and XML Manual Overwrite Process (11/1/2017 - 6/30/2018) DDI Task I.11.B.1.d	\$49,376.00								\$49,376.00	DDI
54	IRS 1095 Reporting Activities: 1095B Noticing, Correction, and EOY Reporting for Plan Year 2017 (1/1/2018 - 4/30/2018) M&O Task I.11.A.3.e Fixed Monthly fee of \$8,464.50 not to exceed \$33,858 maximum payable	\$33,858.00								\$33,858.00	M&O
55	IRS 1095 Reporting Activities: 1095B Noticing, Correction, and EOY Reporting for Plan Year 2017 Contingency (1/1/2018 - 6/30/2018) M&O Task I.11.A.3.f	\$90,288.00								\$90,288.00	M&O
56	IRS 1095 Reporting Activities: 1095B Case Analysis and Triage (5/1/2018 - 6/30/2018) M&O Task I.11.A.3.g	\$49,000.00								\$49,000.00	M&O
57	IRS 1095 Reporting Activities: 1095B Case Analysis and Triage (4/1/2018 - 6/30/2018) M&O Task I.11.A.3.h	\$30,000.00								\$30,000.00	M&O
58	CMS Reporting Activities: CMS Enrollment Interface Monthly File Submission and Correction (2/1/2018 - 4/30/2018) M&O Task I.11.A.4.a	\$84,645.00								\$84,645.00	M&O
59	CMS Reporting Activities: CMSEI Technical Support (4/1/2018 - 6/30/2018) M&O Task I.11.A.4.b	\$94,000.00								\$94,000.00	M&O

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60	CMS Reporting Activities: CMS Issuer Based Payments - Data Transmissions Go-Live Support (1/1/2018 - 6/30/2018) M&O Task I.11.A.4.c	\$338,580.00								\$338,580.00	M&O
61	CMS Reporting Activities: CMS Issuer Based Payments - Issuers Reconciliation Process (11/1/2017 - 6/30/2018) DDI Task I.11.B.2.a	\$225,720.00								\$225,720.00	DDI
62	CMS Reporting Activities: CCHIO Development, Testing, and Transmission of Template 2.0 (10/1/2017 - 10/31/2017) DDI Task I.11.B.2.b	\$31,350.00								\$31,350.00	DDI
63	CMS Reporting Activities: CCHIO Development, Testing, and Transmission of Quarterly Metrics (11/1/2017 - 4/30/2018) DDI Task I.11.B.2.c	\$45,980.00								\$45,980.00	DDI
64	CMS Reporting Activities: CCHIO Monthly Support (11/1/2017 - 6/30/2018) M&O Task I.11.A.4.d	\$76,800.00								\$76,800.00	M&O
65	Reporting Sustainability Activities: Reconciliation Reporting Enhancement (11/1/2017 - 4/30/2018) DDI Task I.11.B.3.a	\$28,500.00								\$28,500.00	DDI
	Net Amendment Amount	\$16,445,809.98	\$2,571,307.00	\$830,852.00	\$4,418,890.00	\$1,229,451.30	\$2,661,511.75	\$(12,760.07)	\$2,815,046.00	\$1,931,512.00	

Billing Assumptions:

1. Base agreement was submitted at a blended rate of \$165 from January 3, 2015 to October 10, 2015. During this time, travel expenses were paid out in addition to the rate per hour. As of October 11, 2015, Projects 1-6 and 9-21 in the chart above shall be billed at \$185 per hour, inclusive of time, material, and travel.
2. The Contractor shall bill the State for Project 7 (OneGate Support Staffing) at a rate of \$197/hour for staff costs, which is inclusive of all staff expenses, benefits, and time.
3. The Contractor shall bill the State for Project 8 (Amazon Web Services) at a rate up to \$3,980 per month not to exceed twelve months of service.
4. The Contractor shall bill the State for Projects 22 and 23 at a combined fixed fee of \$85,120 per month for the months of April, May, and June 2017, not to exceed \$255,360 total.
5. As of July 1, 2017, projects 24, 26, 28-30, 32, 34-46, 48-53, and 55-65 shall be billed at a rate of \$190 per hour, inclusive of time, material, and travel.
6. The Contractor shall invoice a fixed monthly price of \$78,060 for seven (7) months for projects 25, 27, 31, and 33.
7. The Contractor shall invoice a fixed monthly price of \$13,110 for six (6) months for project 47
8. The Contractor shall invoice a fixed monthly price of \$8,646.50 for four (4) months for project 54

8. By deleting Attachment E (Business Associate Agreement) beginning on page 36 of 48 of the base agreement and as previously amended in Amendment 1, and substituting in lieu thereof the Attachment E beginning on page 22 of this Amendment 8.
9. By deleting Attachment F (Agency of Human Services' Customary Contract Provisions) beginning on page 44 of 48 of the base agreement, and substituting in lieu thereof the Attachment F beginning on page 29 of this Amendment 8.
10. By adding the following IRS Requirements Section to the end of Attachment D (Other Terms and Conditions) as replaced on page 30 of 49 by Amendment 3 as follows:

**IRS TERMS IF FEDERAL TAX INFORMATION WILL BE PROCESSED OR STORED
(Per IRS Publication 1075)**

To the extent Contractor's performance under this Contract involves the processing or storage of Federal tax information, then, pursuant to IRS Publication 1075, the following provisions shall apply in addition to any other security standard or requirements set forth in this Contract:

A. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor's employees with access to or who use Federal tax information must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard

copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
8. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
10. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431, and set forth at 26 CFR 301.6103(n)-1.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her

employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4. Prior to Contractor having access to Federal tax information, Contractor shall certify that each Contractor employee or other individual with access to or who use Federal tax information on Contractor's behalf pursuant to this Contract understands the State's security policy and procedures for safeguarding Federal tax information. Contractor's authorization to access Federal tax information hereunder shall be contingent upon annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification, and at least annually afterwards, Contractor will be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Publication 1075, Section 10). For both the initial certification and the annual certification, the Contractor must sign a confidentiality statement certifying its understanding of the security requirements.

C. INSPECTION:

The IRS and the State, with 24 hours' notice, shall have the right to send its officers, employees, and inspectors into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. for compliance with the requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit Federal tax information. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

10. Taxes Due to the State.

Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

11. Certification Regarding Suspension or Debarment.

Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing-contracting/debarment>.

12. Child Support

(Applicable to natural persons only; not applicable to corporations, partnerships or LLCs):

Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

This amendment consists of 34 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#28363) dated January 3, 2015 shall remain unchanged and in full force and effect.

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR

ARCHETYPE CONSULTING, INC.

e-Signed by Cory Gustafson
on 2018-04-10 18:57:07 GMT April 10, 2018

CORY GUSTAFSON, COMMISSIONER
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Phone: 802-879-5901
Email: Cory.Gustafson@vermont.gov

DATE

e-Signed by Jason Webster
on 2018-04-10 18:36:58 GMT April 10, 2018

JASON WEBSTER, PRESIDENT
180 Canal Street #600
Boston, MA 02116
Phone: 617-967-2669
Email: JWebster@archetypeconsulting.com

DATE

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF HUMAN SERVICES, OPERATING BY AND THROUGH ITS DEPARTMENT OF VERMONT HEALTH ACCESS ("COVERED ENTITY") AND ARCHETYPE CONSULTING, INC. ("BUSINESS ASSOCIATE") AS OF JANUARY 3, 2015 ("EFFECTIVE DATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT/GRANT TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate" shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. **Permitted and Required Uses/Disclosures of PHI.**

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 18 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate’s Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and

procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of

the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. **Termination.**

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. **Return/Destruction of PHI.**

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business

Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. **Penalties.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. **Training.** Business Associate understands that it is its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, Business Associate shall participate in AHS training regarding the use, confidentiality, and security of PHI, however, participation in such training shall not supplant nor relieve Business Associate of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Security Rule Obligations.** The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

18.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

18.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

18.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

19. Miscellaneous.

19.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

19.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

19.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

19.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

19.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

19.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

19.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

19.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):
Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the

performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.

2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

**STATE OF VERMONT, CONTRACT
DEPARTMENT OF VERMONT HEALTH ACCESS
ARCHETYPE CONSULTING, INC.**

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